

MEMORANDUM OF CONTRACT

BETWEEN

THE CITY OF WILLMAR

AND

LOCAL UNION NO. 559

PUBLIC WORKS UNIT

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO

2014-2015

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LABOR AGREEMENT
BETWEEN
THE CITY OF WILLMAR AND
LOCAL UNION NO. 559
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT made and entered into by and between the City of Willmar, Minnesota, called EMPLOYER, and City of Willmar Public Employees Local 559, AFSCME Employees, AFL-CIO, hereinafter called the UNION. The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer hereby recognizes the Union as the exclusive representative pursuant to PELRA for the employees of the City of Willmar Public Works Department in the classifications as outlined in Attachment "A" whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five (35%) percent of the normal work week

and more than sixty-seven (67) work days per calendar year, excluding supervisory, confidential, seasonal and all other employees not meeting the aforementioned requirements.

- 2.2 The Employer will not enter into any agreement with employees, covered by the Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of the Agreement.

ARTICLE 3 - EMPLOYER AUTHORITY

- 3.1 The Employer retains the full unrestricted right to operate and manage all employees, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement.
- 3.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.
- 3.3 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement, provided it does not result in the layoff of employees performing the specific work functions that are being contracted out. In the event the Employer elects to subcontract bargaining unit work which will result in the layoff of current bargaining unit employees, the Employer will provide the Union ten (10) days written notice and the opportunity to meet and negotiate the impact on laid off employees.

ARTICLE 4 - UNION SECURITY

- 4.1 In recognition of the Union as the exclusive representative the Employer shall:

- 4.11 Deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.
- 4.12 The Union shall provide the formula or schedule to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of Union dues. The Employer shall remit such deductions to AFSCME Council 65, 118 Central Avenue, Nashwauk, MN 55769.
- The Employer shall deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, subd. 3.
- 4.2 The Union shall provide standard authorization cards for check off dues.
- 4.3 Two employees from the Unit, one representing the Street Department and one representing the Park Department, shall be elected as Stewards, who shall have the right to process grievances as necessary during normal working hours without loss of time or pay, provided permission has been granted from the Steward's supervisor. The Union shall inform the Employer in writing of the name of elected Stewards.
- 4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5 - EMPLOYER SECURITY

- 5.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the Employer, or the

abstinence in whole or in part of the full, faithful and proper performance of the duties of employment regardless of the reason for so doing, except as may be provided by the Public Employees Relation Act, Sect. 179.64, Subd. 7.

5.2 Any employee who engages in an illegal strike may have his/her appointment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.

5.3 Any employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from his/her Employer on the date or dates when an illegal strike occurs is prima facie presumed to have engaged in an illegal strike on such date or dates.

5.4 An employee who knowingly illegally strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or reemployed, but the employee shall be on probation for two (2) years with respect to such civil service status, tenure of employment, or contract of employment, as he/she may have theretofore been entitled.

5.5 No employee shall be entitled to any daily pay, wages, accumulated vacation or sick leave benefits or per diem for the days on which he/she is engaged in a strike.

ARTICLE 6 - NONDISCRIMINATION

6.1 The provisions of the Agreement shall be applied equally by the Employer and the Union to all employees without discrimination as to age, sex, marital status, race, creed, national origin, political affiliation or membership or non-membership in the Union.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 DEFINITION OF GRIEVANCE A grievance is defined as a dispute or disagreement as to the interpretation or

application of the specific terms and conditions of this Agreement.

7.2 UNION REPRESENTATIVES The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

7.3 PROCESSING OF A GRIEVANCE It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 PROCEDURE. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1 No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within ten (10) working days after the employee through the use of reasonable diligence should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written grievance signed by both the employee and Union representative and/or steward shall set forth the nature of the grievance, the

facts on which it is based, the alleged violation, and the relief requested. The Department Head shall discuss the grievance within five (5) working days with the employee and Union representative and/or steward at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Department Head, the employee and the Union representative and/or steward. If no settlement is reached, the Department Head shall give the Employer's written answer to the employee and Union representative and/or steward within five (5) working days following their meeting and shall also forward a copy to the Labor Relations Committee and City Administrator.

Step 2 If the grievance is not settled in Step 1 and the employee desires to appeal, it shall be referred by the employee in writing to the City Administrator within ten (10) working days after the designated Department Head's answer in Step 1 is due. A meeting or discussion between the City Administrator and the employee and Union representative and/or steward shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the City Administrator, the employee and Union representative and/or steward. If no settlement is reached, the City Administrator shall give the Employer's written answer to the employee within five (5) working days following the meeting.

Step 3 If the grievance is not settled in Step 2 and the employee desires to appeal, it shall be referred by the employee in writing to the Labor Relations Committee within ten (10) working days after the City Administrator's answer in Step 2. A meeting or discussion between the Labor Relations Committee and the employee and Union representative and/or steward shall be held within ten (10)

working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Chairman of the Labor Relations Committee, the employee and Union representative and/or steward. If no settlement is reached, the Labor Relations Committee shall give the Employer's written answer to the employee within five (5) working days following the meeting.

Step 4 If the grievance is not settled in Step 3 and the Union desires to appeal, it shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The Employer and Union shall endeavor to select a mutually-acceptable arbitrator to hear and decide the grievance. If the Employer and the Union are unable to agree on an arbitrator, the Union shall request from the Director of the Bureau of Mediation Services, the State of Minnesota, a list of five (5) names within ten (10) working days following receipt of the Employer's answer in Step 3. The parties shall alternately strike names from a list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on whom shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

7.4.1 In the event an employee reports directly to the City Council, the grievance procedure shall start at Step 2.

7.5 If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specific time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last

answer. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step, except the time limit for filing the grievance, may be extended by mutual written agreement of the Employer and employee in each step, which extension shall not be unduly withheld by either party. The term "working days" shall mean the days Monday through Friday, excluding holidays.

- 7.6 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for

the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.7 CHOICE OF REMEDY If, as a result of the written Employer's response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the Union and aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

Except with respect to statutes under the jurisdiction of the United States Equal Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to the Board of Governors of if the Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE 8 - DEFINITIONS

- 8.1 UNION: Local Union No. 559 American Federation of State, County and Municipal Employees, AFL-CIO.
- 8.2 EMPLOYER: The City of Willmar.
- 8.3 UNION MEMBER: A member of the Local Union No. 559 American Federation of State, County and Municipal Employees, AFL-CIO.
- 8.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 8.5 PROBATIONARY EMPLOYEE: An employee who has not completed the probationary period.

- 8.6 REGULAR EMPLOYEE: An employee who has completed the probationary period.
- 8.7 BASE PAY RATE: The employee's hourly pay rate exclusive of any other allowance.
- 8.8 SENIORITY: Length of continuous service within classification.
- 8.9 COMPENSATORY TIME: Time off the employee's regularly scheduled work schedule with pay that is in lieu of cash overtime.
- 8.10 SEVERANCE PAY: Payment made to an employee upon termination in good standing or at retirement either by age or disability pursuant to the terms in Article 18.7.
- 8.11 OVERTIME: Work performed at the express authorization of the Employer in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 8.12 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 8.13 STRIKE: Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 8.14 EMERGENCY: An unforeseen combination of circumstances of condition calling for immediate action.

ARTICLE 9 - WORK SCHEDULES

- 9.1 The sole authority to establish work schedules is the Employer. The normal work day for an employee shall be

eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.

- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal 7:00 a.m. - 3:30 p.m. day for Public Works Maintenance. The Employer will give twenty-four (24) hour advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent him/her from so working.
- 9.4 All employees shall receive two (2) fifteen (15) minute rest periods in each eight (8) hour shift at times designated by their supervisor.

ARTICLE 10 - OVERTIME AND PREMIUM PAY

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1 1/2) times the employee's regular base pay rate.
- 10.2 Employees required to begin work on regular work day prior to a time two (2) hours before their normal established time to begin work shall be compensated at a differential pay rate of 50 percent of their regular straight time pay rate added to their regular straight time rate of pay for the time elapsed between the particular early starting time

and the established starting time. When the normal established starting time is reached, the employee's regular straight time rate of pay shall then prevail. After the employee has worked his normal eight (8) hour shift, the two (2) hour overtime provision of Subsection 11.1 shall apply. Employees regularly scheduled to work at the Civic Center between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional fifty (\$.50) cents per hour.

- 10.3 Overtime earned maybe credited as compensatory time, figured at one and one-half (1 1/2) hours of compensatory time for each hour of service.
- 10.4 Compensatory time is to be used during slack periods when it will not jeopardize the service and subject to the approval and direction of the supervising authority. When requested by the employee, compensatory overtime may be granted for the convenience of the employee, provided it is approved by the supervisor. Compensatory overtime may be banked up to a maximum of eighty (80) hours by mutual agreement.
- 10.5 No regular employee shall be required to take off on compensatory overtime and extra help be employed to perform his/her duty.
- 10.6 All work performed on Sundays (if not part of his/her regular work schedule) shall be compensated for at regular overtime rates of time and one-half (1 1/2). Sundays are defined as midnight to midnight.
- 10.7 Any employee required to "stand by" at the City shop for special or emergency work, shall be compensated for such hours at the time and one-half (1 1/2) rate of pay. Standby pay may apply to Civic Center employees when expressly assigned to standby.
- 10.8 Supervisory personnel not covered by this Agreement shall not perform work customarily performed by an employee in

the Public Works Department either while on regular shift, overtime or call-back, except for training purposes.

10.9 The Employer will make every attempt to equalize overtime earnings of employees covered by this Agreement.

ARTICLE 11 - CALL BACK

11.1 An employee called in for work at a time other than his/her normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate.

ARTICLE 12 - LEGAL DEFENSE

12.1 Employees involved in litigation because of negligence, ignorance of laws, non-observation of laws or as a result of employee judgmental decision may not receive legal defense by the municipality.

12.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such acts are performed in good faith and under direct order of his/her supervisor, shall be reimbursed for reasonable attorneys' fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 13 - SENIORITY

13.1 Seniority shall be the length of continuous service within the classification.

13.2 Seniority shall not be affected by race, color, creed, sex, age or marital status of an employee.

13.3 Seniority lists showing the employee's last date of hire, by department, job classification and name shall be kept up to date and a copy of such provided the Union when requested.

13.4 Seniority will be the determining criterion for promotions, transfers and layoffs only when all other qualification

factors are equal. Seniority will be considered first by classification. It is understood that for purposes of layoff, separate seniority lists will be maintained for Working Foreman, Public Works Operators/Civic Center Maintenance Workers and Mechanics.

- 13.5 The Employer at its sole discretion may elect to give first consideration to employees for interdepartmental transfer or in hiring to fill vacancies outside of the bargaining unit.

ARTICLE 14 - PROBATIONARY PERIODS

- 14.1 All newly hired or rehired employees will serve a six (6) month probationary period. In the event an employee is off work for a period of thirty (30) days or more during the probationary period, the probationary period may be extended to six (6) full months of actual work.
- 14.2 At any time during the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

ARTICLE 15 - JOB POSTING

- 15.1 Job vacancies within the department affected will be posted for five (5) working days so that members of the department can be considered for such vacancies.
- 15.2 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall first be filled based on the concept of promotion from within the department, provided that applicants:
- 15.21 Have the necessary qualifications to meet the standards of the job vacancy; and
- 15.22 Have the ability to perform the duties and responsibilities of the job vacancy.
- 15.3 The Employer has the right of final decision in the selection of the employees to fill posted jobs based on qualifications, abilities and experience.

- 15.4 If it becomes necessary in making a promotion to bypass the senior departmental employee, reasons for the said denial shall be given in writing to said employee, if requested by said employee, within three (3) days after the position is filled.
- 15.5 The employee who is promoted shall be granted a thirty (30) day trial period to determine (1) his/her ability to perform the job; (2) his/her desire to remain on the job. During the thirty (30) day trial period, the employee shall have the opportunity to revert back to his/her former position. If the employee is unsatisfactory in the position, notice and reasons shall be submitted to the Union, in writing, by the Employer, with a copy to the employee. The matter may then become a proper subject for the grievance procedure. During the trial period, the employee will receive the pay rate for the job he/she is performing.

ARTICLE 16 - SAFETY

- 16.1 The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.
- 16.2 All employees will be governed by the established Safety Policy as approved by the City Council.

ARTICLE 17 - HOLIDAY LEAVE

- 17.1 Regular employees shall receive ten (10) holidays per year as outlined below:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September

Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

- 17.2 When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Saturday, the preceding Friday shall be the holiday.
- 17.3 When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Sunday, the following Monday shall be the holiday.
- 17.4 An employee must be on pay status the last scheduled work day before and the first scheduled work day following a holiday in order to be eligible for holiday pay.
- 17.5 Regular employees who work on a paid holiday shall be paid one and one-half (1 1/2) times their regular straight time rate of pay for all such hours worked, in addition to the paid holiday pay.

ARTICLE 18 - SICK LEAVE

- 18.1 Regular employees shall earn sick leave at the rate of eight (8) hours per calendar month of service, up to a maximum of nine hundred sixty (960) hours.
- 18.2 After the 960-hour maximum sick leave accumulation has been reached, a deferred sick leave bank up to a maximum of two hundred forty (240) additional hours can be accrued at the rate of four (4) hours per calendar month. The 240 hours deferred sick leave bank can be used only after the 960 hours are depleted.
- 18.3 The 960 hour accrual must be maintained before any credits can be put into the deferred sick leave bank.
- 18.4 A doctor's certificate may be required for sick leave of three (3) days or more.

- 18.5 Sick leave may be used up to three (3) days per incident in the case of acute sickness, emergency or accident in the employee's immediate household.
- 18.6 An absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave until workers' compensation is exhausted, or for a maximum of one (1) year, whichever is less. During this period, the City shall pay to such employee the difference between the employee's salary and the benefits received under the Minnesota Worker's Compensation Act.
- 18.7 In the event employees with at least seven (7) years of continuous service die while so employed, any accumulated sick leave benefits will be paid to his/her heirs.

ARTICLE 19 - FUNERAL LEAVE

If a death occurs in his/her immediate family, a regular employee shall be entitled to funeral leave under the following conditions:

- 19.1 Immediate family is defined as father or father-in-law, grandfather, mother or mother-in-law, grandmother, grandchildren, sister or sister-in-law, brother or brother-in-law, spouse, children of either husband or wife, stepchildren or stepparents, or a member of the employee's own immediate household.
- 19.2 For death occurring in an employee's immediate family, the City will allow the necessary time off up to three (3) working days leave to attend the funeral with pay at a straight time rate.
- 19.3 Funeral leave days will not be deducted from sick leave.
- 19.4 It is understood that payment under the above provisions is only for a day or days when the employee is scheduled to work and would have worked except for the death of such relative.

ARTICLE 20 - VACATION LEAVE

20.1 Full-time employees shall be eligible for vacation leave except that no employee shall be allowed to use vacation until after completion of the probationary period.

20.2 Full-time employees shall accrue vacation leave compensated according to the following schedule:

- A. From the beginning of continuous employment through five (5) years of continuous employment, each employee shall accrue and be granted vacation at the rate of ten (10) working days (80 hours) per year.
- B. From the beginning of the next (6th) year and on through the 20th year, each employee shall accrue and be granted vacation at the rate of one additional day for each year of service to a maximum of 25 days (200 hours) for 20 years of service according to the following schedule:

1 - 5 years	- 10 days (80 hours)
6 years	- 11 days (88 hours)
7 years	- 12 days (96 hours)
8 years	- 13 days (104 hours)
9 years	- 14 days (112 hours)
10 years	- 15 days (120 hours)
11 years	- 16 days (128 hours)
12 years	- 17 days (136 hours)
13 years	- 18 days (144 hours)
14 years	- 19 days (152 hours)
15 years	- 20 days (160 hours)
16 years	- 21 days (168 hours)
17 years	- 22 days (176 hours)
18 years	- 23 days (184 hours)
19 years	- 24 days (192 hours)
20 years	- 25 days (200 hours)

20.3 Employees with the greater amount of departmental seniority shall have first choice of vacation.

- 20.4 Vacation may be accrued to a total not to exceed two hundred forty (240) hours at all vacation steps and may be taken, pursuant to departmental policy and regulations in the month subsequent to its accrual. Employees shall use vacation leave in amounts of not less than one-half hour or even multiples thereof.
- 20.5 In the event an employee's services are terminated in good standing, said employee shall be paid for accumulated vacation hours to a maximum of 240 hours on or about the terminating date, provided that the employee has given two (2) weeks' notice of termination. Employees who voluntarily terminate or who are terminated by the Employer prior to the completion of the probationary period, shall not be eligible for terminal vacation pay.
- 20.6 Employees who have accumulated a total of at least 120 vacation hours may cash in 40 hours of vacation one time per year when using 40 consecutive hours of vacation as long as the employee retains a minimum of 40 hours of vacation. In order to receive payment for 40 hours of vacation pay, the employee must notify the Employer of the desire to exercise this option no later than November 1st of the calendar year. The Employer will verify that the employee has the appropriate balance of vacation time and has taken 40 consecutive hours of vacation or has 40 consecutive hours of vacation time scheduled and approved for the remainder of the calendar year (November 1 through December 31). The Employer will issue all vacation pay with the first regular payroll of December of that calendar year.

ARTICLE 21 - LEAVE OF ABSENCE

Leaves of absence not to exceed one (1) year will be granted, without loss of seniority, when requested in writing and approved by the City Administrator. Employees shall be responsible for the payment of all

insurance during the period of such leave. The following are considered acceptable reasons for the granting of a leave of absence:

- 21.1 Serving in an elected or appointed position with the Council or International Union.
- 21.2 Illness leaves, either physical or mental, may be granted up to one year upon written request. Such leaves may be extended for like periods upon written request.
- 21.3 Employees who are members of a Reserve of the USA or the State of Minnesota and who are ordered by the appropriate authorities to attend a mandatory training program or are called into temporary active service shall be granted leave time with full pay.
- 21.4 Any employee who enters active service in the Armed Forces of the USA while employed by the Employer shall be granted a leave of absence, without pay, for the period of military service.
- 21.5 Other personal reasons.
- 21.6 An employee who has been employed for at least one (1) year and who has worked for at least 1,250 hours during that time, shall be eligible for a leave of absence pursuant to the Family and Medical Leave Act. The terms of such leave shall be governed by the City's policy.

ARTICLE 22 - JURY DUTY

- 22.1 Any employee within the bargaining unit shall be granted a leave of absence for service on any jury with full pay minus pay received for such service.

ARTICLE 23 - GENERAL PROVISIONS

- 23.1 It shall be a violation of the Agreement for the Employer to coerce or discriminate against any employee in the bargaining unit because he/she has given testimony or instituted proceedings under any provisions of this Agreement, or to refuse to meet with representatives of the employee as outlined in this Agreement.

23.2 Except for two (2) bargaining unit employees selected by the Union, no other bargaining unit employees shall be paid by the City for hours spent (during normal working hours) in negotiation sessions.

23.3 In the event that any provision, phrase or clause of this Agreement shall at any time be declared invalid by any court or jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions remain in full force and effect.

ARTICLE 24 - CLOTHING ALLOWANCE

24.1 The Employer shall provide an initial clothing allowance for each newly hired employee and, thereafter, beginning twelve (12) months after initial issuance shall provide an annual clothing allowance up to One Hundred Seventy-five (\$175) Dollars. The allowance will be based on a voucher system under the direction of the Public Works Superintendent. Subject to approval of the Public Works Superintendent, the clothing allowance may be paid in a lump sum for the year subject to the condition that if an employee terminates employment during the year after receiving a lump-sum payment for the year, said employee will repay the City on a prorated basis.

ARTICLE 25 - WAGES AND BENEFITS

25.1 The Employer agrees to provide at the Employer's expense for all regular full-time employees and probationary employees under this Agreement, an insurance program for hospitalization and major medical coverage comparable to the current Basic Plan. If the employee chooses dependent coverage, the Employer shall pay the following toward the cost of dependent coverage:

A. For 2014, for employees hired prior to 2012, the Employer will contribute up to \$1,428 per month toward

the cost of the monthly premium for dependent coverage under the Basic Plan. Any additional costs shall be paid by the employee through payroll deduction. Except as noted below, for 2015, and annually thereafter the Employer will contribute up to fifty percent (50%) of the increase in cost of the monthly premium for dependent coverage under the Basic Plan. Any additional cost shall be paid by the employee through payroll deduction. The formula for calculation of fifty percent (50%) of the increase in the cost of the monthly premium for dependent coverage under the Basic Plan shall be as follows:

The total new family premium cost (currently for 2014 \$1,725) minus the total new single premium cost (currently for 2014 \$615) equals dependent coverage cost. The difference in the new total dependent cost minus the cost of the previous year dependent coverage cost shall be divided by two and added to the Employee contribution toward dependent coverage from the previous year.

- B. For employees hired after 2012, the Employer will pay up to \$574 per month for 2015 toward the cost of single coverage. For 2015, the Employer will pay up to \$1,332 per month toward the cost of dependent coverage. Any additional cost will be paid by the employee through payroll deduction.
- C. The Employer agrees to provide optional individual and dependent group health coverage under the Blue Cross/Blue Shield Aware Gold Plan. Enrollment shall be limited to the annual renewal date or at any open enrollment date sponsored by BC/BS. The cost of the optional health coverage shall be in addition to the base health plan cost sharing arrangement and will

include the premium difference between the base plan and the Aware Gold Plan being paid in full by the employee.

In the event the Employer, for whatever reason discontinues its relationship with BC/BS, the option to subscribe to Aware Gold health coverage will no longer be available to employees.

D. The City will provide a VEBA plan as an additional option provided there is a minimum of at least ten (10) employees enrolled City wide.

25.2 The job classifications covered by this Agreement and the minimum, maximum and intervening rates of pay applicable to each are set forth in "Appendix" which is attached hereto and made a part of this Agreement. Normally, newly hired employees shall be paid at the first step of the wage schedule and progress to the next step on their anniversary date of employment. However, new employees may be granted credit for applicable education, training and/or experience. Except in unusual circumstances, a newly hired employee's beginning rate of pay will not exceed the pay rate of an existing employee in the same job classification.

25.3 The Employer will provide fifty thousand (\$50,000) dollar non-contributory life insurance and long-term disability insurance for each full-time employee, in accordance with current contract policy.

25.4 The provisions herein contained and the supplemental letters specified herein, constitute the entire Agreement between the parties.

25.5 Upon reclassification or promotion, an employee shall be placed on the minimum step of the new range or the step on the new range which will provide a four (4.0%) percent wage increase, whichever is greater.

25.6 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements

of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE 26 - WAIVER

26.1 Any and all prior Agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

26.2 The parties mutually acknowledge that during the negotiations, which resulted in this, Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 27 - SAVINGS CLAUSE

27.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Willmar. In the event any provision of this Agreement shall be determined to be contrary to law by a court of final jurisdiction from whose final judgment or administrative ruling or in violation of legislation or administrative regulations,

such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 28 - DURATION

28.1 This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect through and including the 31st day of December, 2015, subject to the rights on the part of the Employer or the Union to reopen this Agreement by written notice to the other party not later than October 1, 2015. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

28.2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2014.

CITY OF WILLMAR

MAYOR

CITY ADMINISTRATOR

FOR LOCAL UNION NO. 559, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO - STREET AND PARK

ATTACHMENT A
AFSCME-559

As of 4/8/14		<u>2014</u>	<u>2015</u>
		2.00%	2.00%
PW Oper./CC Mtce.			
Wkrs.		<u>2014</u>	<u>2015</u>
Start		\$16.43	\$16.76
1 Year of Service		\$17.90	\$18.26
2 Years of Service		\$19.37	\$19.76
3 Years of Service		\$20.82	\$21.24
4 Years of Service		\$22.24	\$22.68
5 Years of Service		\$23.70	\$24.17
Mechanic I		\$23.70	\$24.17
Mechanic II			
1 Year of Service		\$24.60	\$25.09
2 Years of Service		\$25.89	\$26.41
Working Forman			
1 Year of Service		\$24.60	\$25.09
2 Years of service		\$25.89	\$26.41

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Willmar (hereafter "City") and AFSCME Council 65 (hereafter "Union") representing the Public Works Unit.

WHEREAS, the City and the Union are parties to a collective bargaining agreement; and

WHEREAS, Minnesota Statute § 181.9413 was amended in 2013 to allow for the use of the employee's accrued sick leave benefits for absence due to illness or injury to the employee's adult children, spouse, siblings, parents, grandparents and stepparents effective August 1, 2013.

WHEREAS, pursuant to the statutory amendment, an employee's use of existing sick leave benefits for absence due to illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent or stepparent is limited to 160 hours in a 12 month period.

NOW, THEREFORE, the City and the Union agree as follows:

1. To the extent Minnesota Statute § 181.9413, as amended, provides benefits in excess of the current collective bargaining agreement, an employees may use accrued sick leave benefits in a manner consistent with the statute effective August 1, 2013.
2. This Memorandum of Agreement shall not constitute a precedent with regard to any subsequent negotiations or matters between the parties.
3. In the event Minn. Stat. § 181.9413 is subsequently amended to limit the use of sick leave or the family members for whom sick leave may be used, this Memorandum of Agreement shall be void and of no effect.
4. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this _____ day of _____, 2014.

AFSCME COUNCIL 65

CITY OF WILLMAR

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Willmar (hereafter "City") and the AFSCME Council 65 (hereafter "Union")

WHEREAS, the City and the Union are parties to a collective bargaining agreement effective January 1, 2014 through December 31, 2015; and

WHEREAS, the Minnesota legislature authorized the Minnesota State Retirement System (MSRS) to establish and administer a Post Retirement Health Care Savings Plan ("Plan") for public employers and their employees; and

WHEREAS, the City and the Union have both expressed an interest in allowing members of the bargaining unit to participate in the Plan; and

WHEREAS, employees retiring from City service may be eligible for a sick leave/severance payout.

NOW, THEREFORE, the parties agree as follows:

1. Upon retirement, either by age or disability, severance pay of accumulated sick leave hours shall be paid at seventy-five percent (75%), not to exceed seven hundred twenty (720) hours based on the current rate of pay.

2. Employees who terminate in good standing and have been employed ten (10) years shall be paid at fifty percent (50%); employed for fifteen (15) years shall be paid at sixty percent (60%); employed for twenty (20) years shall be paid at seventy percent (70%) of accumulated sick leave not including the bank hours.

3. The severance pay will be placed into the retiring employees Health Care Savings Plan in accordance with all IRS regulations.

4. This payment shall be made within 45 days of the official retirement date.

5. All bargaining unit employees shall participate in the Post Retirement Health Care Savings Plan.

6. Employees can draw from their Post Retirement Health Care Savings Plan account in accordance with state law.

7. Any description of benefits is intended to be informational only. The management of contributed funds into the Post Retirement Health Care Savings Plan is the responsibility of the Minnesota State Retirement System and/or the investment option provider selected by

the employee. The City's only obligation is to deposit eligible sick leave/severance payment. The City has no other responsibilities or obligations and no other claims can or shall be made against the City pursuant to this Memorandum of Agreement.

8. This Memorandum of Agreement constitutes the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed this ____ day of _____, 2014.

CITY OF WILLMAR

AFSCME COUNCIL 65
